



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U. S. Army Criminal Investigation Command
6010 6th Street
Fort Belvoir, Virginia 22060

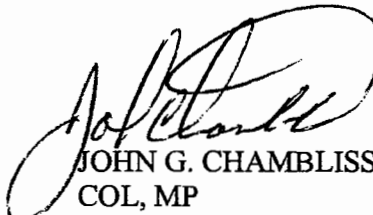
CICG-ZB

SEP 08 2008

MEMORANDUM FOR Director, U.S. Army Criminal Investigation Laboratory, USACIDC,
4930 North 31st Street, Forest Park, GA 30297-5205.

SUBJECT: Results of Standards of Conduct Office Administrative Inquiry on Mr. Richard E.
Tontarski Jr, USACIL (SOCOAI-0058-08)

1. The attached SOCOAI is approved and forwarded for appropriate disposition.
2. Per CID Regulation 195-1, Chapter 30, the Group Commander will inform the USACIDC Standards of Conduct Office of the disposition or proposed disposition.
3. Point of contact is Mr. Charles A. Brightbill, Director, Standards of Conduct Office, (703) 806-2136.


JOHN G. CHAMBLISS
COL, MP
Deputy Commander

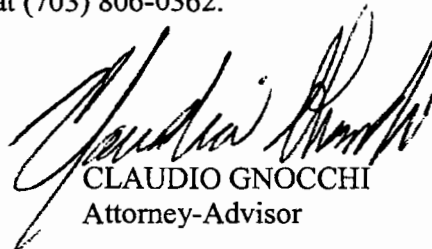
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MEMORANDUM FOR CICG-ZB-SOCO

SUBJECT: SOCO Administrative Inquiry – Mr. Richard E. Tontarski, Jr. (SOCOAI-0058-08)

1. Inquiry is legally sufficient. Concur with the draft report's findings of fact and recommendation. Under 18 USC Section 208a (criminal conflict of interest statute), a Federal employee may not participate personally and substantially as a Government employee in a matter in which his spouse has a financial interest. Mr. Tontarski participated personally but not substantially because, although he recommended that USACIL use the services of the National Forensic Science Technology Center (NFSTC), he was not the ultimate decision-maker who could approve such use.
2. Additionally, NFSTC is a not-for-profit organization and Mrs. Tontarski is an unpaid secretary for the NFSTC board; as such there is no true or significant financial interest involved here; moreover, it is also clear that Mr. Tontarski was always up-front about NFSTC and his wife's role in the organization. It seems that Mr. Tontarski's only "crime" was to attempt to provide a better and quicker service for USACIL to meet its mission.
3. Point of contact is the undersigned at (703) 806-0362.



CLAUDIO GNOCCHI
Attorney-Advisor

STANDARDS OF CONDUCT OFFICE ADMINISTRATIVE INQUIRY
(SOCOAI-0058-08)

EXECUTIVE SUMMARY

NAME / POSITION: Mr. Richard E. Tontarski Jr, YC-03, Chief, Forensic Analysis Division, U.S. Army Criminal Investigation Laboratory, Fort Gillem, GA 30297

AUTHORITY: On 8 Aug 08, COL John G. Chambliss, USACIDC Deputy Commander, directed the USACIDC Standards of Conduct Office to investigate allegations against Mr. Tontarski. The inquiry was conducted by SA Fredrick J. Bronisz, 3503.

BACKGROUND: On 31 Jul 08, USACIL provided a SOCO a copy of an anonymous complaint regarding an alleged conflict of interest by Mr. Tontarski during the process of awarding a contract to the National Forensic Science Technology Center (NFSTC).

The complainant alleged Mr. Tontarski steered the contract and services to the NFSTC, because his wife worked at the organization. The complaint alleged that a far reaching conspiracy among USACIL leadership assisted Mr. Tontarski in his efforts to have the contract awarded to the NFSTC. The complaint also alleged Mr. Tontarski used his influence to have branch chiefs disqualify other potential services providers so he could justify the offer of a sole-source contract the NFSTC.

NOT SUSTAINED ALLEGATIONS:

That Mr. Tontarski committed a conflict of interest when he used his influence to have USACIL award a contract to the NFSTC, in violation of 18 USC 208.

That Mr. Tontarski conspired to improperly award a contract and services to the NFSTC, in violation of 18 USC 371.

That Mr. Tontarski improperly directed and threatened USACIL employees to assist in his effort to justify a sole-source contract to the NFSTC, in violation of 18 USC 208.

FINDINGS: This inquiry established by a preponderance of evidence that the criminal allegations against Mr. Tontarski were NOT SUSTAINED.

Investigation established Mr. Tontarski did not steer contracting efforts to a private company for personal gain, either for himself or his wife. Mr. Tontarski knew of the NFSTC's capabilities and advocated their use in meeting requirements to provide forensic laboratory examiners by Aug 09. Mr. Tontarski did not coerce or attempt to have his employees purposely make

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competitors of the NFSTC ineligible in order to justify a potential sole-source contract with the NFSTC. Mrs. Tontarski's status as an unpaid board member of the NFSTC was known by USACIL, and reported to the contracting agency before USACIL intended to make any formal contract offers. To date, no request for a contract has been sent to the contracting office by USACIL.

USACIL was tasked to provide forensic examiners for overseas operations by Aug 09. USACIL did not have the trained examiners to meet the new requirements, and proceeded on a course to determine how they could train such personnel. The established USACIL training process took 18-24 months to produce fully trained examiners, which was judged unsuitable to meet the timelines.

Mr. Tontarski envisioned modern techniques and technologies could shorten the time it took to train new examiners. He also felt the training could be contracted outside of USACIL; thereby allowing the current USACIL examiners to concentrate on their case work and not be diverted to train newly hired personnel. Mr. Tontarski strongly advocated the NFSTC as the means to reorganize USACIL's training and combine it with new technologies to move the training away from the lengthy laboratory-based model currently used by USACIL. Inside USACIL, there was resistance to Mr. Tontarski's vision for various reasons. Some did not see the need to outsource the training, and/or were suspicious of his motives.

After USACIL employees toured the NFSTC's facility, they arranged for an on-site assessment of USACIL's current training process. At this point, the matter was being informally managed at a lower level by Mr. Tontarski and his branch chiefs. The day prior to the NFSTC arriving for the assessment, a branch chief approached Mr. Tontarski and asked if everything had been arranged. Mr. Tontarski assumed the branch chief had made all the arrangements, and as a result there were hasty efforts by the branch chief to fund the \$8,150 fee for the NFSTC team's expenses for the assessment.

After the assessment, overview of the process rose to the chief of staff level. Subsequently, USACIL met with Army contracting officials and were told a potential conflict of interest existed, but it could be mitigated. They also opined that the NFSTC may have been disqualified from bidding on a contract for USACIL training, because their assessment was being used to write the contract requirements. However, they also reported that, if the NFSTC was the only agency capable of performing the training, a sole-source contract could still be justified.

STANDARDS OF CONDUCT OFFICE ADMINISTRATIVE INQUIRY
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STANDARDS:

1. Title 18, U.S. Code, Section 208 (Acts Affecting a Personal Financial Interest)' "... whoever, being an officer or employee of the executive branch of the United States Government... participates personally and substantially as a Government officer or employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a... contract... in which, to his knowledge, he, his spouse... or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest— Shall be subject to the penalties set forth in section 216 of this title..."

2. Title 18, U.S. Code, Section 371 (Conspiracy to Commit Offense or to Defraud United States): "... If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both..."

EXHIBITS/EVIDENCE:

1. Directive for SOCO Administrative Inquiry, 8 Aug 08, signed by the USACIDC DCO, directing the SOCO to investigate the allegations against Mr. Tontarski.

2. Anonymous letter, 5 Jul 08, mailed to Ms. Kreeger, the USACIL attorney. The complainant alleges Mr. Tontarski steered a contract for services to the NFSTC, because his wife worked at the organization. The complaint alleged that a far reaching conspiracy amongst USACIL leadership assisted Mr. Tontarski in his efforts to have the contract awarded to the NFSTC. The complaint also alleges that Mr Tontarski used his influence to have division chiefs disqualify other potential services providers, so he could justify the offer of a sole-source contract the NFSTC.

3. Sworn statement of Ms. Kreeger, 12 Aug 08, the USACIL attorney. Ms. Kreeger stated about Apr 08, she noticed Mr. Tontarski and some of the branch chiefs were interacting with the NFSTC and had travelled to their lab and office in Largo, FL. Ms. Kreeger stated someone told her that Mr. Tontarski's wife was on the NFSTC board of directors. This caused Ms. Kreeger to notify Mr. Chelko, the USACIL director, of her perception that a conflict of interest might exist in dealing between Mr. Tontarski and the NFSTC. She later learned the NFSTC was engaged to assess and review programs of instruction for the Latent Print, Firearms, and DNA Branches. She believed the NFSTC also provided suggested approaches and prices for the provision of future training. Later, a plan was considered to hire the NFSTC on a sole-source contract to revise USACIL training. She stated Mr. Tontarski held the position that the NFSTC could be the sole-source of provision for these services, and saw no conflict of interest with his wife being an NFSTC board member. Ms. Kreeger stated her and other USACIL employees subsequently coordinated with contracting officials, who were also concerned of conflicts in the sole-source contract process.

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4. Memorandum of Ms. Kreeger, 7 May 08, in which she outlined to Mr. Chelko her concerns of a conflict of interest between Mr. Tontarski and the NFSTC. She recommended Mr. Tontarski document his connection to the NFSTC on his financial disclosure and that market research be conducted to ensure no companies other than the NFSTC could provide the services.

5. NFSTC review of USACIL Forensic Training Programs, 10 Jun 08, in which they assessed the Latent Print Branch training programs and proposed future programs for the Latent Print and Firearms Branches. The report included cost estimates.

6. Email, provided by Ms. Kreeger, scheduling a teleconference with USACIL, DoD, SOCOM and NFSTC over support to the CENTCOM. She provided this message to illustrate the NFSTC's involvement in other USACIL-connected projects.

7. Draft Sole-source Justification, provided by Ms. Kreeger, that was prepared to support the argument the NFSTC should be awarded a sole-source contract to update USACIL training. The document contained a statement that the NFSTC was the only contractor able to perform the work.

8. Emails, provided by Ms. Kreeger, documenting her attempt to identify companies which could conduct the work. She received a response suggesting three organizations might be able to do the work.

9. Email, provided by Ms. Kreeger, with attached draft Vendors Demonstration Agreement, documenting issues she felt were related to the conflict of interest between Mr. Tontarski and the NFSTC. Mobile laboratories were loaned to USACIL, for their use on familiarizing examiners with their operation.

10. Email, provided by Ms. Kreeger, with attached financial disclosure of Mr. Tontarski. Mr. Tontarski reported his wife was an unpaid NFSTC board member.

11. Sworn statement of Mr. Chelko, 13 Aug 08, the USACIL director, who stated Mr. Tontarski initiated a relationship with the NFSTC. The DoD needed to deploy forensic firearms examiners to Iraq, and found there were not enough examiners available. USACIL was called upon to train them; but it was felt the training process was too long and could be shortened. The NFSTC previously trained and developed innovative training programs, and Mr. Tontarski felt they could solve the problem. Mr. Chelko knew Mr. Tontarski's wife was an unpaid board member of the NFSTC. But, Mr. Chelko noted that the NFSTC's assessment of USACIL's training needs likely would disqualify them from bidding on future training contracts. He did not know of any instances in which Mr. Tontarski threatened employees with unfavorable personnel actions if they did not support a contract with the NFSTC.

12. Sworn statement of Mr. Coffey, 13 Aug 08, the Latent Print Branch chief. Mr. Coffey stated USACIL planned to hire and train new latent print examiners, and wanted to condense their program of instruction. He felt that USACIL needed outside help to accomplish this. He

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coordinated with Mr. Tontarski, who told him about the NFSTC and automated materials they were developing in the firearms arena. Mr. Coffey went to the NFSTC facility and learned about their capabilities. At the direction of Mr. Tontarski, he asked the NFSTC to assess USACIL's existing training packages and see what was needed to automate the materials, update the curriculum, and to estimate the cost. Just prior to the arrival of the NFSTC assessment team to USACIL, Mr. Coffey discovered no one had made arrangements to pay them, and the USACIL Resource Manager had to create a service contract to pay them. During the assessment, Mr. Coffey overheard the evaluators discussing future work they would do on the project following completion of the assessment. Mr. Coffey stated he told the evaluators that they were only to assess the training curriculum, and that USACIL was not committed to purchasing further services from them. This was also documented in a vendor's demonstration agreement. Mr. Coffey stated after the assessment, it was decided that USACIDC should contract with an outside organization to implement the recommendations. He conducted market research and found no single organization other than the NFSTC could do all of the things USACIDC desired. Mr. Coffey denied trying to manipulate the results of his market research to wrongfully show that only the NFSTC could be responsive to USACIL's needs. He denied being threatened with an adverse performance rating if he did not support a contract with the NFSTC. Mr. Coffey noted one of his performance objectives was to complete contracting to support the enhancement of the latent print POIs.

13. Vendor's Demonstration Agreement, 13 May 08, in which the NFSTC was notified that USACIL had no obligation to purchase anything from the NFSTC following their forensic training program assessment.

14. Notes provided by Mr. Coffey documenting his market research. Mr. Coffey could not find a vendor who could do all of the things needed. One person, Mr. Landenburg, recommended the NFSTC as a possible vendor.

15. Initial and Interim Performance Counseling of Mr. Coffey, 23 Jun 08, in which he was given objectives regarding improvements to latent print training. It was noted that "You have effectively worked with NFSTC to develop proposals for a phased set of enhancements to your POIs." and he was tasked to "Complete the contracting for at least one of the 3 phases and initiate the development NLT September 30."

16. Sworn statement of Mr. Abernathy, 13 Aug 08, the USACIL chief of staff. Mr. Abernathy stated that Mr. Tontarski, Mr. Coffey, Mr. Mikko and Mr. Smetana, were looking at ways to improve training for examiners. Based on a high demand for examiners in the area and a perceived need to shorten the length of time it took to train new examiners, Mr. Tontarski felt the NFSTC could provide USACIL with a solution to the problem. Mr. Abernathy stated on 12 May 08, he was told that NFSTC representatives were coming to USACIL to conduct a training assessment. However, no one had set up a contract to pay them. Ms. Kreeger, the USACIL attorney, and Ms. Turner, the Resource Manager, fixed the problem before the NFSTC arrived. On 13-14 May 08, the NFSTC conducted a gap assessment of USACIL's training processes and tried to determine if the process could be shortened through improved technologies. Mr.

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Abernathy stated on 23 May 08, he was told by Mr. Tontarski, Mr. Mikko and other branch chiefs that they wanted to contract NFSTC to perform the training improvements identified in the assessment. Market research was conducted and documents were drafted to begin the contracting process. Mr. Tontarski worked with the branch chiefs, who generated the requirements. Mr. Tamburini prepared the performance work statement. Mr. Abernathy stated Mr. Coffey, Mr. Mikko and Mr. Tamburini each did market research to see if anyone else could do the work. Mr. Abernathy stated on 14 and 29 Jul 08, they briefed contracting officials on their desire to do a sole-source contract with the NFSTC. The contracting official stated a conflict of interest could exist as Mr. Tontarski's wife was on the NFSTC board, but it could be mitigated before USACIL tried to contract with them. Also, the contracting officials felt NFSTC could not complete for the contract because they did the assessment used to generate the contractual requirements. However, if market research determined that no one else could do the work, then the NFSTC could potentially be a sole-source provider.

17. Packet, provided by Mr. Abernathy, detailing the payment of \$8,150 to the NFSTC for the gap analysis.

18. USACIL Visitors Log, provided by Mr. Abernathy, showing three NFSTC personnel worked at USACIL on 13 & 14 May 08.

19. Draft Sole-source Justification, provided by Mr. Abernathy.

20. Emails, provided by Mr. Abernathy, detailing meetings regarding the NFSTC and training.

21. Email, 14 Jul 08, in which Mr. Abernathy informed Mr. Tontarski of the contracting officials opinions that a conflict of interest existed and that the NFSTC might be disqualified because they had an unfair competitive advantage.

22. Sworn statement of Ms. Turner, 13 Aug 08, the USACIL resource manager. She stated in May 08, Mr. Coffey approached her and said the NFSTC was coming to USACIL in a day or two, and he needed to ensure they were paid. He prepared a purchase request and Mrs. Turner arranged for the NFSTC to be paid.

23. Sworn statement of Mr. Tamburini, 14 Aug 08, who was tasked to assist Mr. Tontarski and the branch chiefs in the contracting process. Following the training assessment, the NFSTC generated a report, which in effect was a proposal of what modifications needed to be made to the latent print and firearms training. Mr. Tamburini stated USACIL needed to hire and train a large number of new examiners. He stated the possibility was discussed of issuing a sole-source contract to the NFSTC to develop the training programs needed to add and train these personnel. Mr. Tamburini was concerned the NFSTC would be disqualified from taking such a contract because they developed the proposal. He and briefed Mr. Abernathy and Ms. Kreeger on his concerns. Mr. Tamburini stated Ms. Kreeger also told him that Mr. Tontarski's wife was on the NFSTC board. Mr. Mikko was concerned that there were people other than the NFSTC who

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could provide the training the Firearms Branch needed, and was not sure a sole-source contract was the best course of action, but finally decided that the NFSTC was the best organization to provide the services USACIL needed. He stated Mr. Tontarski was firm in his belief that the NFSTC could do the best job, and also that DoD contracting procedures were too cumbersome.

24. Contracting packet, provided by Mr. Tamburini, documenting his work on the proposed sole-source contract with the NFSTC.

25. Sworn statement of Mr. Mikko, 14 Aug 08, the Firearms Branch chief, who stated Mr. Tontarski told him that NFSTC could provide forensic training. Later, on the orders of Mr. Tontarski, he travelled to the NFSTC's facility and reviewed their capabilities. Mr. Mikko stated NFSTC representatives met with him and made suggestions for improving firearms training. However, Mr. Mikko felt it was merely "window-dressing" for the existing training. He did not think USACIL needed assistance from outside USACIDC as they were the industry leaders. Mr. Mikko felt there was no need for USACIL to evaluate their training, and opined the evaluation was intended to justify issuing a sole-source contract to the NFSTC. Mr. Mikko stated he conducted market research and spoke with Mr. Pex in Oregon, who told him that Mr. Tamburini already called him, and felt Mr. Tamburini was trying to discourage him from bidding by saying Mr. Pex would have to move to Georgia for a year. Additionally, Mr. Stanley from the Georgia Crime Lab called Mr. Mikko and complained that he had not been called. Mr. Mikko said he later told the concerned parties at USACIL that people other than the NFSTC could handle the firearms training.

26. Sworn statement of Mr. Tontarski, 14 Aug 08, who stated the Defense Forensic Enterprise System concept identified new forensic requirements, including the need to deploy forensic examiners. Mr. Tontarski stated this drove the need to develop new and faster ways to train examiners, as the current process took 18-24 months to produce a trained employee. Mr. Tontarski directed the branch chiefs to look at new ways to train examiners. He wanted to procure the following services from the NFSTC: evaluation of the programs of instruction; training delivery; and a pilot module associated with distance learning delivery. Mr. Tontarski stated USACIL was in the process of obtaining a sole-source contract for the NFSTC to provide these services. He stated the NFSTC was selected as the possible source for the contract because they he believed they had a proven track record for doing the required work. Mr. Tontarski felt other organizations could not provide all the things USACIL needed. He acknowledged his wife was on the NFSTC board of directors, but did not believe there was a conflict of interest as she was not paid a salary for her work. He denied any wrongdoing, and denied conspiring with anyone to commit contract fraud. He did not know of anyone trying to disqualify companies through improper market research. He denied threatening employees with adverse action if they did not support the proposed contract with the NFSTC.

27. Draft Statement of Work, 11 Jul 08, provided by Mr. Tontarski.

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28. Sworn statement of Mr. Parker, 15 Aug 08, the Questioned Documents Branch chief. Mr. Parker had no direct knowledge of the contracting process with the NFSTC as his branch did not have to supply examiners for deployment.

29. Emails, provided by Mr. Tontarski, in which he complained to Mr. Chelko and Mr. Abernathy that Ms. Kreeger was obstructing the contracting process.

30. Summarized interview of Mr. Stanley, 20 Aug 08, a Georgia State firearms examiner, who stated he had no direct knowledge of the incident. Mr. Stanley stated Mr. Mikko told him that USACIL was thinking about contracting with NFSTC. Mr. Mikko mentioned some names of people who were also called about providing services, but Mr. Stanley could not recall them. Mr. Stanley said Mr. Mikko told him that a potential service-provider, later identified as Mr. Pex, was told that he had to move to Atlanta to be eligible for the contract.

31. Summarized interview of Mr. Pex, 25 Aug 08, a private firearms examiner, who received calls about providing training at USACIL from Mr. Mikko and an unidentified employee. Mr. Pex stated no one tried to discourage him from seeking such contracts with the Army. Mr. Mikko said, due to USACIL's case load, they were seeking instructors to train new examiners on firearms examinations there at USACIL. Mr. Pex said he could teach at USACIL for short periods. He said Mr. Mikko would put him on a list of possible instructors. Mr. Pex said Mr. Mikko called him again and spoke about people coming to USACIL for an extended time. Finally, another unidentified USACIL employee called him to gauge his interest in doing some kind of work at USACIL. Mr. Pex recommended to the caller that USACIL sub-contract some of their cases to other organizations and train the new employees themselves.

32. Summarized interview of Mr. Lothridge, 25 Aug 08, the NFSTC chief executive officer, who stated Mrs. Tontarski was a member of the NFSTC board. She did not receive any pay because the NFSTC was a not-for-profit organization and board members were prohibited from receiving pay. Mr. Lothridge said Mrs. Tontarski had no involvement in any contract issues between USACIL and the NFSTC, and would not benefit from any contracts between the two organizations.

33. Summarized interview of Mrs. Tontarski, 25 Aug 08, who stated she was the unpaid secretary to the NFSTC board. Mrs. Tontarski denied any involvement in the assessment or contracting process with USACIL for training. She stated that she did not discuss USACIL contracts with her husband. Mrs. Tontarski stated neither she nor her husband would personally benefit in any way if such a contract was initiated. She stated they discussed if any conflict of interest existed in their positions at USACIL and the NFSTC, and Mrs. Tontarski concluded no conflict existed.

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NAME CHECKS:

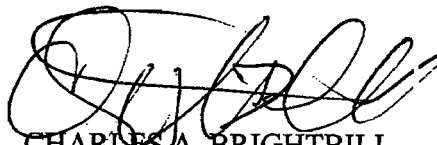
1. Law Enforcement Records: A review of the files of the National Criminal Information Center and the Defense Clearance & Investigations Index databases revealed no derogatory information on Mr. Tontarski.
2. USACIDC Accreditation Division: A review of the files of the USACIDC Accreditations Division revealed no derogatory information on Mr. Tontarski.
3. USACIDC SOCO: A review of the files of the USACIDC SOCO revealed no derogatory information on Mr. Tontarski.

RECOMMENDATION: This report be approved and the case closed.

REPORT PREPARED BY:


FREDRICK J. BRONISZ
Investigating Officer

REPORT APPROVED BY:


CHARLES A. BRIGHTBILL
Director